



REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey	DATE: 16.10.2015
	REFERENCE: 2015/33/RFP – Study visit of Mejlis of Turkmenistan on capacity building for law-making

Dear Sir / Madam:

We kindly request you to submit your Proposal for **2015/33/RFP – Study visit of Mejlis of Turkmenistan on capacity building for law-making**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **16:00 EEST, 06 November, 2015** via courier mail to the address below:

**UNDP Istanbul Regional Hub for Europe and the CIS
Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey
Mr. Murat Akin, Procurement Manager**

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Andrey Pogrebnyak
Operations Manager
16/10/2015

Description of Requirements

Context of the Requirement	<p>UNDP contributes to strengthening the democratic principles in Turkmenistan by providing support to development of responsive national institutions, human capacity and fostering inclusive participation. In this area, the Government of Turkmenistan partners with UNDP to improve the national capacity to report to the UN treaty bodies, promote and protect human rights, enhance the national electoral system and parliamentary processes and modernize public administration. In partnership with the European Union UNDP also supported the introduction of integrated border management methods in Turkmenistan.</p> <p>The Parliament of Turkmenistan (known as Mejlis) is the legislative branch of Turkmenistan, elected for a five-year term in single-seat constituencies. The current chairperson, Ms. Akja Nuberdiyeva, was appointed on December 21, 2006. In 2007, under the new President Gurbanguly Berdimuhamedow, the country started to create a new legal framework for the governance of the country. In 2008, a new Constitution of Turkmenistan was adopted creating a unicameral Parliament.</p> <p>The Mejlis consists of 125 deputies, currently from the Democratic Party of Turkmenistan and several public organizations that contested the 2008 national Parliamentary elections. A Chairperson, a Deputy Chairperson and 8 parliamentary committees represent the Mejlis, which has a number of functions, as defined in the Constitution and the Law on the Mejlis, including enacting laws, approving the state budget, considering political, economic and social development programs for the country and monitoring the implementation of all laws.</p> <p>The voting system used during the elections to the Parliament is based on Majority rule - Single-Member Plurality Systems ("first past the post"), when a candidate is declared elected if he/she obtains at least 50 % of the votes cast in each constituency. Vacancies arising in between general elections are filled through by-elections held within three months, unless the vacancy occurs less than one year before the end of the legislature's term. Voting is not compulsory. To take part in the elections, the citizen of Turkmenistan should be 18 years old, be a Turkmen citizen and reside in the district of registration, while disqualifications include insanity, imprisonment and preventive detention. To be eligible to vote, the electors should be at least 25 years of age and Turkmen citizens, while imprisonment presents a disqualification.</p> <p>Currently, there are only two registered political parties in Turkmenistan – the Democratic Party of Turkmenistan (DPT) and the Party of Industrialists and Entrepreneurs of Turkmenistan, however, other organizations, such as trade unions and women and youth groups, are able to contest elections and nominate their candidates. Until the adoption of the Political Parties Act by the Assembly in January 2012, the DPT (formerly the Communist Party) had been the sole political party in the country. The President had headed the party until August 2013 when President Berdimuhamedov resigned as DPT Chairman for the</p>
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	<p>duration of his presidential term in order to promote a multiparty system, underscoring "the need for strict control of the entire process of democratic elections, ensuring their openness and transparency".</p> <p>In keeping with the provisions of the 2008 Constitution of Turkmenistan, the country held its first multi-party parliamentary elections in December 2013. This was a significant step forward in the development of Turkmenistan, which has been trying to keep up with developments of other countries in the region. A total of 283 candidates registered to contest the 125 seats in the Assembly. Two parties and five public organizations all loyal to President Gurbanguly Berdimuhamedov took part in the elections. The DPT put forward 99 candidates, the Party of Industrialists and Entrepreneurs nominated 28 candidates, whilst a further 163 were fielded by groups including a women's union, trade unions and a youth union.</p> <p>With 47 seats, the DPT has remained the largest force since the country's independence from the Soviet Union in 1991. The Party of Industrialists and Entrepreneurs, formed by Mr. Ovezmammed Mammedov in August 2012, took 14 seats. (Mr. Mammedov had won a by-election held in June 2013, becoming the first non-DPT parliamentarian.) Two major public organizations - the Federation of Trade Unions and Women's Union - took 33 and 16 seats respectively. Both Chairperson and the Deputy of the Parliament are women. The percentage of women in the Parliament is 26.4% with 92 men and 33 women elected during the last elections.</p> <p>For more information please refer to the Terms of Reference (Annex III).</p>
Brief Description of the Required Services	<p>The main objective of the tendered services is to raise awareness of the Representatives of Turkmenistan's Parliament on the methods of law-making that are used by the Parliament in the Czech Republic, as well as about the methods of public participation in the legislative process that could be replicated in Turkmenistan. The objective is also to raise awareness and share knowledge on the ways and processes of oversight over execution implemented by the Parliament.</p> <p>The Contractor and its experts shall transfer knowledge, skills and best practice by organizing a study tour of the Members of Turkmenistan's Parliament to Czech Republic to the Czech Republic. The meetings shall aim at learning about the structure and the work of the Parliament, the work of the Committees (and sub-Committees), the legislative process of the Parliament (with a special focus on participation of ministries, agencies, civil society, interest groups and population in the law-making process), and learning about the process of executive oversight and representative functions of the Czech Parliament.</p>
List and Description of Expected Outputs to be Delivered	<p>Preliminary Report on the study tour</p> <p>Final Report</p>
Person to Supervise the Work/Performance of the Service Provider	<p>Czech-UNDP Trust Fund Programme Specialist</p> <p>UNDP Country Office Manager</p>
Frequency of Reporting	<p>The Contractor will report directly to the Supervisors. During the fulfilment of their works, the Contractor will ensure regular communication with Supervisors</p>

	prior to the delivery of expected results. The Contractor shall ensure quality and timely delivery of the expected results, and will regularly inform the Supervisors of the progress as well as any obstacles that might occur.
Progress Reporting Requirements	<p>The Contractor will produce the following written outputs:</p> <ul style="list-style-type: none"> • Training materials (in English and Russian); • Detailed agenda of the study tour and logistics notes for the participants (in English and Russian); • Preliminary Report on the study tour (in English); • Final Report (in English), incl. final programme of the study tour, collected feedback from participants on both study tour and trainings, presenting the consolidated evaluation, lessons learnt, recommendations and possible follow up activities.
Location of work	Home-based with travel to the Czech Republic
Expected duration of work	November 2015 – December 2015
Target start date	10.12.2015
Latest completion date	31.3.2016
Travels Expected	Czech Republic, Prague, Region(s) in the Czech Republic to be specified by Contractor
Facilities to be Provided by UNDP (i.e. must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Return flight tickets for 10 participants from Ashgabat to Prague; <input checked="" type="checkbox"/> Visa and insurance costs for 10 participants; <input checked="" type="checkbox"/> Accommodation, meals and pocket money of 1 accompanying UNDP CO Staff.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<p><input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes</p> <p>Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their bids excluding VAT.</p> <p>It's bidders responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT law, Ministry of Finance's General</p>

	Communiqués and all other related legislation.									
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.									
Partial Quotes	<input checked="" type="checkbox"/> Not permitted									
Payment Terms	<table border="1"> <tr> <td>DELIVERABLE: Study tour to the Czech Republic</td><td>Target Delivery date</td><td>Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days</td></tr> <tr> <td>a) Preliminary Report of the study tour</td><td>15 January 2016</td><td>40 % upon satisfactory delivery of services and submission of the Preliminary report</td></tr> <tr> <td>b) Final Report</td><td>31 March 2016</td><td>60 % upon satisfactory delivery of the Final report, incl. all training materials</td></tr> </table>	DELIVERABLE: Study tour to the Czech Republic	Target Delivery date	Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days	a) Preliminary Report of the study tour	15 January 2016	40 % upon satisfactory delivery of services and submission of the Preliminary report	b) Final Report	31 March 2016	60 % upon satisfactory delivery of the Final report, incl. all training materials
DELIVERABLE: Study tour to the Czech Republic	Target Delivery date	Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days								
a) Preliminary Report of the study tour	15 January 2016	40 % upon satisfactory delivery of services and submission of the Preliminary report								
b) Final Report	31 March 2016	60 % upon satisfactory delivery of the Final report, incl. all training materials								
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supervisors.									
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services									
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.									
Criteria for the										

Assessment of Proposal		Summary of Technical and Financial Proposal Evaluation		Points Obtainable	Company/Entity/Others		
					A	B	C
1.	Expertise of Firm / Organization submitting Proposal	20					
2.	Proposed Work Plan and Approach	30					
3.	Personnel	20					
Total for technical proposal		70					
Total for financial proposal		30					
TOTAL – max obtainable points		100					

Technical Proposal (70%)

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal
Form 2: Proposed Work Plan and Approach
Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of firm / organisation submitting proposal					
1.1	Reputation of Organisation and Staff (Competence / Reliability) / Previous work for major multilateral/ or bilateral programmes/ References/Green and CSR policy	5			
1.2	Previous working experience from the Czech Republic in terms of a specific track record of cooperation with institutions and bodies responsible for parliamentary activities, democratic governance, public service, etc. (at least 3 years)	5			
1.3	Experience with organizing study tours and trainings for participants from abroad, preferably from the region (Central Asia or Russian speaking countries from Europe and the Commonwealth of Independent states) (ECIS) (at least three similar assignments)	5			
1.4	Experience in cooperation with international organizations (at least three projects), previous cooperation with UNDP	5			

	is an asset;				
Total Part 1		20			
Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan and Approach					
2.1	Is the scope of task well defined and does it correspond to the TOR?	10			
2.2	Is the methodology of elaboration of requested documents well prepared and complex?	10			
2.3	Is the proposal well structured, work plan clear and is the sequence of activities logical, realistic and promise efficient implementation to the project?	5			
2.4	Have the important aspects of the task been addressed in sufficient detail?	5			
Total Part 2		30			
Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
3.1	Education level of personnel (Advanced (MA, MSc) university degree in the area of law, business administration, public service, public management, economics, or a working experience equivalent)	2.5			
3.2	At least 3 years of experience in consulting public and private bodies in the Czech Republic in the field of democratic governance	5			
3.3	Proven experience in cooperation with international organizations in the field of democratic governance; previous working experience with UNDP will be an asset	5			
3.4	Language skills (English is required, Russian is an asset)	5			
3.5	Proven track record in organizing study tours and trainings for foreign officials and stakeholders (at least 3 similar assignments).	2.5			
Total Part 3		20			
Financial Proposal (30%)					
To be computed as a ratio of the Proposal's offer to the lowest price among the					

	proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) ¹ <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 5) – THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE In addition to two hard copies, please also provide all the information on CD-R (two separate CDs are required for technical proposal and financial proposal). Financial and technical offers must be submitted separately in a clearly marked envelopes (“Financial Offer”, “Technical Offer”, with CDs inside). It is also required to clearly mark the submission envelope with the tender reference number.
Contact Person for Inquiries (Written inquiries only) ²	Murat Akin Procurement Manager Procurement.irh@undp.org Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

Offeror's location
Date

To: **UNDP Istanbul Regional Hub for Europe and the CIS, Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

³ *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

C. **Qualifications of Key Personnel**

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

TERMS OF REFERENCE

*“Study visit of Mejlis of Turkmenistan on capacity building for law-making”***I. BACKGROUND**

The **Parliament of Turkmenistan** (known as *Mejlis*) is the legislative branch of Turkmenistan, elected for a five-year term in single-seat constituencies. The current chairperson, Ms. Akja Nuberdiyeva, was appointed on December 21, 2006. In 2007, under the new President Gurbanguly Berdimuhamedow, the country started to create a new legal framework for the governance of the country. In 2008, a new Constitution of Turkmenistan was adopted creating a unicameral Parliament.

The Mejlis consists of 125 deputies, currently from the Democratic Party of Turkmenistan and several public organizations that contested the 2008 national Parliamentary elections. A Chairperson, a Deputy Chairperson and 8 parliamentary committees represent the Mejlis, which has a number of functions, as defined in the Constitution and the Law on the Mejlis, including enacting laws, approving the state budget, considering political, economic and social development programs for the country and monitoring the implementation of all laws⁴.

The Constitution of Turkmenistan stipulates that the Assembly shall:

- Enacts laws, makes amendments and additions to the Constitution and laws, and monitors their performance and their interpretation.
- Considers for approval the programme activities of the Cabinet of Ministers.
- Examines questions related to approval of the state budget of Turkmenistan and reports on its implementation.
- Considers the basic directions and programmes of political, economic and social development of the country.
- Determines whether to hold national referendums.
- Declare the election of the President of Turkmenistan, deputies of the Mejlis, members of the velayat, district, municipal representative bodies and the Gengeshes.
- Considers the recommendations of the President of Turkmenistan on the issues related to the appointment and dismissal of the Chairman of the Supreme Court, the Prosecutor General, the minister for Internal Affairs, the minister for Justice.
- Establishes state awards, awards state decorations to the President of Turkmenistan, assigns him the military ranks and distinctions.

⁴ Article 63 of the Constitution of Turkmenistan.

- Determines conformity to or divergence from the Constitution and the normative-legal Acts by the state authorities and government.
- Ratifies and denounces international treaties.
- Considers questions related to change of state borders and administrative and territorial division of Turkmenistan.
- Examines the issues related to peace and security.
- Decides other questions in the competence of the Mejlis under the Constitution and laws.

The voting system used during the elections to the Parliament is based on Majority rule - Single-Member Plurality Systems ("first past the post"), when a candidate is declared elected if he/she obtains at least 50 % of the votes cast in each constituency. Vacancies arising in between general elections are filled through by-elections held within three months, unless the vacancy occurs less than one year before the end of the legislature's term. Voting is not compulsory. To take part in the elections, the citizen of Turkmenistan should be 18 years old, be a Turkmen citizen and reside in the district of registration, while disqualifications include insanity, imprisonment and preventive detention. To be eligible to vote, the electors should be at least 25 years of age and Turkmen citizens, while imprisonment presents a disqualification.

Currently, there are only two registered political parties in Turkmenistan – the Democratic Party of Turkmenistan (DPT) and the Party of Industrialists and Entrepreneurs of Turkmenistan, however, other organizations, such as trade unions and women and youth groups, are able to contest elections and nominate their candidates. Until the adoption of the Political Parties Act by the Assembly in January 2012, the DPT (formerly the Communist Party) had been the sole political party in the country. The President had headed the party until August 2013 when President Berdimuhamedov resigned as DPT Chairman for the duration of his presidential term in order to promote a multiparty system, underscoring "the need for strict control of the entire process of democratic elections, ensuring their openness and transparency".

In keeping with the provisions of the 2008 Constitution of Turkmenistan, the country held its first multi-party parliamentary elections in December 2013. This was a significant step forward in the development of Turkmenistan, which has been trying to keep up with developments of other countries in the region. A total of 283 candidates registered to contest the 125 seats in the Assembly. Two parties and five public organizations all loyal to President Gurbanguly Berdimuhamedov took part in the elections. The DPT put forward 99 candidates, the Party of Industrialists and Entrepreneurs nominated 28 candidates, whilst a further 163 were fielded by groups including a women's union, trade unions and a youth union.

With 47 seats, the DPT has remained the largest force since the country's independence from the Soviet Union in 1991. The Party of Industrialists and Entrepreneurs, formed by Mr. Ovezmammed Mammedov in August 2012, took 14 seats. (Mr. Mammedov had won a by-election held in June 2013, becoming the first non-DPT parliamentarian.) Two major public organizations - the Federation of Trade Unions and Women's Union - took 33 and 16 seats respectively. Both Chairperson and the Deputy of the

Parliament are women. The percentage of women in the Parliament is 26.4% with 92 men and 33 women elected during the last elections.

UNDP Parliamentary Development Support Programme was initiated in response to the first ever request of the Government of Turkmenistan to UNDP for policy advice and technical assistance in parliamentary development. Cooperation with UNDP in other democratic governance related areas such as human rights, local self-governance, and electoral support equipped UNDP with necessary knowledge and experience in working with the Parliament, making it strategically positioned for assisting the Parliament in strengthening its legislative, oversight and representative functions. The Project aims at further improving the institutional capacity of the Parliament of Turkmenistan by enhancing knowledge of the elected members of parliament and selected Mejlis committees. The project will also support the strengthening of the key function of the Parliament by sharing international best practices and experience.

UNDP Country Office in Turkmenistan has long history of support to the Parliament mainly with regard to local governance in Turkmenistan. Between 2007 and 2009 UNDP had a project with the Parliament worked closely with the Committee on Local Governance. The project included both support to the Parliament in its role as law maker and to local government institutions (People's councils that exist on the Regional Level (5 provinces), on the local level, and on the level of villages/settlements). The project found some success in using a system of pilot village governments (two per province for a total of ten villages), the use of micro-financing for development projects and to build the capacity of local officials, primarily through trainings and workshops. The idea was to test how decentralization might work in Turkmenistan. The new phase of the project has started in 2014 and will last for 3 years providing assistance to the Parliament on: (1) improving legislation-making practices, (2) reviewing the current system of local governance, (3) piloting new more decentralized system of local self-governance, and (4) potentially changing local governance legislation in accordance.

Under component (1) law making practices UNDP plans to support the Parliament to learn best practices of participatory approach of developing legislation with engagement of the population, the civil society and conducting consultations with interest groups and representatives of the Government ministries and agencies. UNDP has already organized the seminar where international expert presented some of the methods how the process of law-making could be more opened to the public consultations. Organizing an experience exchange visit to the Parliament of the Czech Republic could help expose Turkmenistan's members of the Parliament to learn the ways and methods practiced in the country that went through transition to parliamentary democracy quite recently and has successfully finished decentralization process in the region.

II. OUTCOMES AND OBJECTIVES

The expected outcome of Czech-UNDP Trust Fund's support will be enhanced capacity of the Mejlis to meet its constitutional mandate, including its functions of law-making, oversight and representation.

The main objective of the tendered services is to raise awareness of the Representatives of Turkmenistan's Parliament on the methods of law-making that are used by the Parliament in the Czech Republic, as well as about the methods of public participation in the legislative process that could be

replicated in Turkmenistan. The objective is also to raise awareness and share knowledge on the ways and processes of oversight over execution implemented by the Parliament.

The Contractor and its experts shall transfer knowledge, skills and best practice by organizing a study tour of the Members of Turkmenistan's Parliament to the Czech Republic. The meetings shall aim at learning about the structure and the work of the Parliament, the work of the Committees (and sub-Committees), the legislative process of the Parliament (with a special focus on participation of ministries, agencies, civil society, interest groups and population in the law-making process), and learning about the process of executive oversight and representative functions of the Czech Parliament.

III. OUTPUTS AND TASKS

The Contractor shall organize a 5-day study tour (6 nights) for 10 participants from Turkmenistan, including 9 representatives of the Parliament and one representative of UNDP Turkmenistan Country Office (UNDP CO). The Contractor shall develop a program including a list of meetings, covering and introducing the Czech Parliamentary system. The program shall include also meetings with the representatives of at least one civil society organization and representatives of a Ministry/national agency that took part in the legislative process of the Parliament, as well as were responsible for the successful decentralization process in the Czech Republic.

The Contractor shall organize all logistics, provide all necessary coordination pertaining the organization of the visit, coordination of the program, payments, bookings, interpretation transportation and coordination.

Since most of study tour participants are non-English speakers, translation/interpretation services will be required. Therefore, simultaneous (preferred when possible) or consecutive interpretation from Czech/English to Russian should be used during the study tour period, including classroom sessions, visits and meetings. Programme related materials must be provided both in Russian and English to enable the participants to thoroughly learn the subject matter and terminology.

IV. SCHEDULE AND DELIVERABLES

Deliverables	Payment	Delivery Date
<i>DELIVERABLE 1: Study tour to Czech Republic</i>		

<p>- Development of the study tour program including the study goals and expected results, schedule of meetings (PRELIMINARY REPORT ON STUDY TOUR)</p> <p>- Organization and facilitation of the tour logistics in the Czech Republic</p> <p>- The program shall include indication of the meetings and visits recommended by Contractor. The Contractor shall accompany the participants at all meetings.</p> <p>- Preparation of a Final Report describing the study activities, meetings, the participants' feedback, lessons learnt and recommendations on the next steps.</p>	<p>40% upon development of the final program of the visit</p> <p>60% upon satisfactory delivery of the Final Report on the study tour</p>	<p>15 January 2016</p> <p>31 March 2016</p>
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VI. QUALIFICATION CRITERIA

Contractor

- Experience with organizing study tours and trainings for participants from abroad, preferably from the region (Central Asia or Russian speaking countries from Europe and the Commonwealth of Independent states) (ECIS) (at least three similar assignments);
- Experience in cooperation with international organizations (at least three projects), previous cooperation with UNDP is an asset;
- Previous working experience from the Czech Republic in terms of a specific track record of cooperation with institutions and bodies responsible for parliamentary activities, democratic governance, public service, etc. (at least 3 years).

Project Personnel

Education: Advanced (MA) university degree in the area of law, business administration, public service, public management, economics, or a working experience equivalent.

The staff involved in implementation should meet the following qualification criteria:

- At least 3 years of experience in consulting public and private bodies in the Czech Republic in the field of democratic governance;
- Proven experience in cooperation with international organizations in the field of democratic governance; previous working experience with UNDP will be an asset;
- Proven track record in organizing study tours and trainings for foreign officials and stakeholders (at least 3 similar assignments).

Language and other skills:

- Proficiency (verbal and written) in English; working knowledge of Russian is an asset
- Excellent communication, analytical, facilitation and presentation skills;
- Strong organizational awareness and client orientation;
- Ability to establish effective working relations in a multicultural team environment.

VII. REPORTING

- **Detailed agenda** of the study tour and **Logistics note** for the participants.
- **Preliminary Report on Study Tour** - detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic.
- **Final Report** in English, incl. final programme of the study tour, collected feedback from participants, presenting the Consolidated Evaluation (to be downloaded from Czech-UNDP website), lessons learnt, recommendations and suggestion of possible follow up activities.

The Contractor will report to the UNDP program officers (Czech-UNDP Trust Fund Programme Specialist and UNDP CO Turkmenistan Program Analyst). The Contractor must inform the supervisors of the progress as well as any obstacles that might occur. Programmatic and financial reporting must conform to the requirements specified in the Contract, signed between the contractor and UNDP.

Also the Contractor will be responsible for the collection of all necessary documents, such as procurement related documents, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures.

In addition, the Contractor should provide to UNDP all photos and other visual materials collected/made during this project. Both printed and electronic versions of the final report should be delivered to UNDP Istanbul Regional Hub and UNDP Country Office in Skopje. Electronic versions of other written outputs should be sent to both UNDP Istanbul Regional Hub and UNDP Country Office via email. Electronic versions of the final report should be delivered to Czech-UNDP Trust Fund Programme

Specialist and UNDP CO Turkmenistan Program Analyst UNDP. All reports must be typed in ARIAL, size 11, A4.

VIII. CONTENT OF THE PROPOSAL

This section is further specifying what information must be elaborated in the technical proposal (apart from standard information regarding selected methodology, time frame, description of activities, suggested solutions etc.)

The following detailed documents must be submitted by the Contractor:

- ☐ Registration of Company/Civil Society Organization/Professional Association;
- ☐ Profile of Company/Civil Society Organization/Professional Association and list of implemented projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons;
- ☐ CV of the Team Leader;
- ☐ CVs of other experts that the Contractor might use for the implementation of the activities;
- ☐ Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;

The following information related to the study tour in the Czech Republic must be specified in detail in the technical proposal:

- Draft program of the meetings and other planned events;
- Prepare logistics note that includes all important information that might be needed by the traveller including important
- Time schedule of the meetings and lectures, please include 1 social event for the participants (e.g. official dinner, sightseeing etc.);
- List of the officials, representatives with the names and titles; CVs of the lecturing experts; CV of the interpretator;
- Type of accommodation and other services provided, including type of conference room/s used, refreshments etc.;
- General logistics – what type of transport (public transport, rented mini/bus...);
- Other proposed activities (informal meetings etc.).

The Contractor is also responsible for identifying suitable lunch and dinner venues, to make a reservation and accompany the group.

The budget estimate should be prepared in USD separately for each activity according to the attached template (Annex V). The budget estimate shall include:

- accommodation in a minimum 3-star hotel in the centre of Prague (fixed budget line in the budget template, 125.5 USD per night is allocated);
- full board (fixed budget line, Contractors should be able to find suitable venues with appropriate standard of services);
 - renting meeting space and refreshments (approx. 2 coffee breaks per working day, depending on the program);
- transport from/to the airport plus other local transport costs (e.g. public transport);
- all materials prepared for the participants (handouts, information package etc.), including translation;
- cost of interpretation;
- costs for 1 social event (such as official welcoming dinner applicable for short study tours, or other suitable event);
- organization costs (please specify what is included);
 - pocket money (fixed budget line in the budget template);
- other costs, if applicable (please specify in the budget).

The UNDP CO Turkmenistan will cover the following costs related to the missions of the Czech experts in the country and the study tour in the Czech Republic:

- Return flight tickets for 10 participants from Ashgabat to Prague
- Visa and insurance for 10 study tour participants
- Accommodation, meals and pocket money of 1 accompanying UNDP CO Staff.

In addition to two hard copies of both the technical proposal and the financial proposal, please also provide all the information on CD-R. Two separate CDs are required for technical proposal and financial proposal.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any

nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Financial Proposal				Annex v
The Contractor is asked to prepare the Financial Proposal as a separate file from the rest of the				
All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.				
The Financial Proposal must provide a detailed cost breakdown.				
<p>- Due to changes in VAT law after the EU accession we would like to recommend you to consult your local Tax Office and obtain correct information about the VAT reimbursements applying for your country. The total price in the proposal has to be calculated based on this information (i.e. – if VAT will be reimbursed to you it should not be included in the total amount and vice versa).</p> <p>- In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.</p>				
Name of Offeror: PLEASE INDICATE NAME OF YOUR COMPANY HERE				
Financial Proposal: SStudy visit of Mejlis of Turkmenistan on capacity building for law-making				
	hour, day, piece)	Number of units	Price per unit	Total price in USD
STUDY TOUR TO THE CZECH REPUBLIC				
Accommodation (minimum 3-star hotel is required, single rooms required) for 9 participants for 6 nights (exact place and date to be suggested)*	6	9	125.5	6777
Full board including coffee breaks*	5	9	75.5	3398
Renting conference room				0
Renting conference equipment				0
Pick up from/to the airport				0
External national experts	hour			0
Study tour materials				0
Translation of materials				0
Local transportation				0
Organization fee:				0
- Internal experts	day			0
- other (please, specify)				0
Interpretation services				0
Pocket money*	6	9	50	2700
Social event				0
Other costs (please specify)				
TOTAL				
*Calculated based on current UNDP DSA rates for Prague (251 USD in total, pocket money calculated as 20% of DSA when full board is provided)				
Price offer prepared by:				
Date and signature:				